DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

Accessing □ contract □ OTR □ CO □ SS □ BW □ Emergency

Previous Contract/Project No: N/A

Re-Bid □ X □ Other

LIVING WAGE APPLIES: YES _X_ NO

Requisition/Project No: ROME1200003

Requisition/Project Title: Nikon Camera Maintenance and Repair Services

TERM OF CONTRACT: 5 YEARS

Description: The purpose of this solicitation is to establish a contract for the purchase of maintenance, support services, repairs and replacement parts for Nikon products for Miami-Dade Medical Examiner's Office as required. Award of this contract will be made up to the two (2) lowest priced, responsive, responsible vendors on an as needed when needed basis.

Funding Source: General Funds
User Department(s): Miami-Dade Medical Examiner's Office

Issuing Department: Contact Person: R. Campbell Phone: 305-375-3233
Estimated Cost: $60,000.00

ANALYSIS

Commodity No.: 939, 939-88

Trade/Commodity/Service Opportunities

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>EXISTING</th>
<th>2ND YEAR</th>
<th>3RD YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business Enterprise: N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Contract Value: $</td>
<td>$</td>
<td>$</td>
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Continued on another page(s): Yes _X_ No

RECOMMENDATIONS

<table>
<thead>
<tr>
<th>SBE</th>
<th>Set-Aside</th>
<th>Sub-Contractor Goal</th>
<th>Bid Preference</th>
<th>Selection Factor</th>
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<tbody>
<tr>
<td>%</td>
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</tbody>
</table>

Basis of Recommendation:

Signed: [Signature]

Date to DBD: August 23, 2012

Date Returned to DPM: 

Page 1 of 1 8/23/2012
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:
NIKON CAMERA MAINTENANCE AND REPAIR SERVICES

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID DEPOSIT AND PERFORMANCE BOND</td>
<td>N/A</td>
</tr>
<tr>
<td>CATALOGUE AND LISTS</td>
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<tr>
<td>CERTIFICATE OF COMPETENCY</td>
<td>N/A</td>
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<tr>
<td>INDEMNIFICATION/INSURANCE</td>
<td>N/A</td>
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<tr>
<td>SMALL BUSINESS ENTERPRISE MEASURE</td>
<td>N/A</td>
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<tr>
<td>SAMPLES/INFORMATION SHEETS</td>
<td>N/A</td>
</tr>
<tr>
<td>MDPHASECTION 3</td>
<td>N/A</td>
</tr>
<tr>
<td>SITE VISIT/AFFIDAVIT</td>
<td>N/A</td>
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<tr>
<td>USER ACCESS PROGRAM</td>
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</tr>
<tr>
<td>WRITTEN WARRANTY</td>
<td>N/A</td>
</tr>
<tr>
<td>LIVING WAGE</td>
<td>N/A</td>
</tr>
</tbody>
</table>

FOR INFORMATION CONTACT:
Roma Campbell, 305-375-3233, Rcamp@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- Read this entire document and handle all questions in accordance with Section 1, Paragraph 1.2(D).

- Failure to complete the certification regarding local preference on bid submittal form in section 4 shall render the vendor ineligible for local preference.

- Failure to sign bid submittal form in section 4 will render your bid non-responsive.
INVITATION TO BID

Bid Number: DRAFT

Title: Nikon Camera Maintenance and Repair Services

Procurement Contracting Officer: Roma Campbell

Bids will be accepted until 2:00 p.m. on Friday, September 26, 2012
At the:
Procurement Management
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-1530.

Instructions:
• The ISD/PM Vendor Assistance Unit business hours are 8:00am to 5:00pm, Monday through Friday. Additionally, the Unit is closed on holidays observed by the County.
• Each Bid submitted shall have the following information clearly marked on the face of the envelope:
  The Bidder’s name
  The Bidder’s return address
  The Bid number
  The Bid opening date
  The title of the Bid
• All Sealed Informal Bids received time and date stamped by the Internal Services Department, Procurement Management Division (ISD/PM) prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by ISD/PM after the bid submittal deadline will be evaluated by ISD/PM, in consultation with the County Attorney’s Office, to determine whether the bid will be accepted as timely.
• Included in the sealed envelope or container submit an original and two copies of the Bid Submittal, the required Affidavits, plus attachments if applicable.
• The Bidder may, at Bidder’s option, also provide the Excel file containing the information on the Vendor Pricing document on CD or flash drive.

Failure to comply with the submittal instructions may result in your Bid not being considered for award.

NOTICE TO ALL BIDDERS:
• FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
• THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION
1. **Definitions**

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33126, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISDPM.

2. **INSTRUCTIONS TO BIDDERS**

**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete the Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISDPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISDPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128. Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Miami-Dade County Ownership Disclosure Affidavit (Sec. 2-8.1 of the County Code)

2. Miami-Dade County Employment Disclosure Affidavit (County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)

3. Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)

4. Miami-Dade Disability and Nondiscrimination Affidavit (Article 1, Section 2-8.1.5 Resolution R18S-00 Amending R-389-85)

5. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)

6. Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code)

7. Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-8.1(d) and 2-11(b)(1) of the County Code through (6) and (8) of the County Code and County Ordinance No 00-1 amending Section 2-11.(f) of the County Code)

8. Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)

9. Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code)

10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)

11. Subcontracting Practices (Ordinance 97-35)

12. Subcontractor /Supplier Listing (Ordinance 07-104)

13. Environmentally Acceptable Packaging Resolution (R-738-92)

14. W-9 and 8109 Forms

The vendor must furnish these forms as required by the Internal Revenue Service.

15. Social Security Number

In order to establish a file for your firm, you must provide your firm’s Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your “County Vendor Number”. To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual’s Social Security Number, be aware that ISDPM requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/vendor for goods and services provided to Miami-Dade County
- To report tax purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records


Pursuant to Section 2-1076 of the County Code.

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
C. PUBLIC ENTITY CRIMES
Pursuant to Section 287.132(2)[6] of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity. May not submit a Bid on a contract to a public entity for the construction or repair of a public building or public works, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information
1. Pursuant to Section 2-11.10(1) of the County Code, all Bidders Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Code of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the Procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 1st Floor, Suite 202, Miami, Florida 33136-1953 or email clerkcc@miamidade.gov.

2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Failure to note or comply with the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.

2. In the event the Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.

4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the time of contract that a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the Bidder's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISO/PII prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter on the Bidder's letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation
Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.14 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I. Accounts Receivable Adjustments
In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

1.3. PREPARATION OF BIDS
A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.

B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in Ink. Failure to comply with these requirements may cause the Bid to be rejected.

C. An authorized agent of the Bidder's firm must sign the Bid submittal form. FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.

D. The Bidder may be considered non-responsive if bids are conditioned on modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum
1.4. CANCELLATION OF BID SOLICITATION
Miami-Dade County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION
A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.

C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County’s best interest to do so.

D. The County reserves the right to negotiate prices with the lowest bidder, provided that the scope of work of this solicitation remains the same.

E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.

F. Pursuant to County Code Section 2-8.1(g), the Bidder’s performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.

G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.

H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.

I. In accordance with Resolution R-1574-86, the Director of ISD/PM will decide all the Bids.

J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

K. The County reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION
A. The County reserves the right to exercise its option to extend a contract for up to one hundred eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.

B. This contract may be extended beyond the initial one hundred eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY
All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer’s standard warranty.

1.8. ESTIMATED QUANTITIES
Estimated quantities or dollar amounts for Bidder’s guidance only; these estimates are based on the County’s anticipated needs and/or usage during a previous contract period and; the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.2.1 of this contract solicitation and the resultant contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY
It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE
The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;

2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County’s tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:

(a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or

(b) vendor contributes to the County’s tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or

(c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 16% of the lowest price submitted by a non-responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012, therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK
Any work that commences prior to and will extend beyond the
SECTION 1
GENERAL TERMS AND CONDITIONS

1.12. BID PROTEST
A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

1.13. LAWS AND REGULATIONS
The successful Bidder shall comply with all laws and regulations otherwise applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES
The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING
Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work to the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1934-03, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT
The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of the contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY
Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER
The employer(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically capable employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION
The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and Instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or Instrumentalities or any of its departments may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way deprive the County of its rights to indemnify, keep and save harmless and defend the County or its officers, employees, agents and Instrumentalities as herein provided.

1.20. COLLUSION
A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla. Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County, stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT
The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation. In the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION
Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS
The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Comptroller, Auditor, or other auditor of the County's choosing at the Contractor's expense.
1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittal will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusive to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposers withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, 1) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission redresses the award of the contract by a two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed $1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCIT.

1.31. LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(9) of the Code of Miami-Dade County, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32. COMMISSION AUDITOR - ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

Revised 6/18/12
2.1 **PURPOSE:**

The purpose of this solicitation is to establish a contract for the purchase of maintenance, support services, repairs and replacement parts for Nikon products for Miami-Dade Medical Examiner’s Office as required. Award of this contract will be made up to the two (2) lowest priced, responsive, responsible vendors on an as needed when needed basis.

2.2 **SMALL BUSINESS CONTRACT MEASURES:**

In accordance with Section 2-8.1.1.1.1 of the Miami-Dade County Code, contracts valued up to $100,000 are set-aside for certified Micro Business Enterprises (Micro) and Small Business Enterprises (SBE) firms, if there is sufficient availability (three or more firms certified under the commodity code). For set-aside contracts, a 10% (ten percent) preference shall apply for certified Micro bidders.

If there is insufficient availability (less than three certified firms), a 10% (ten percent) bid preference shall apply for certified Micro bidders for awards valued up to and including $100,000. For awards valued over $100,000, a 10% (ten percent) bid preference shall apply for certified Micro and SBE bidders. For awards valued over $1,000,000, a 5% (five percent) bid preference shall apply for certified Micro and SBE bidders.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed $2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. For certification information, contact RER at 305-375-CERT (2378) or at [http://www.miamidade.gov/business/business-certification-programs.asp](http://www.miamidade.gov/business/business-certification-programs.asp). The enterprises must be certified by bid submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

2.3 **PRE BID CONFERENCE:** Intentionally Omitted

2.4 **TERM OF CONTRACT: SIXTY (60) MONTHS:**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County’s Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixty month period.

2.5 **OPTION TO RENEW:** Intentionally Omitted
2.6 METHOD OF AWARD: TO MULTIPLE LOWEST PRICED VENDORS IN THE AGGREGATE:

Award of this contract will be made up to the two (2) lowest priced, responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

2.6.1 Minimum Qualification/Submittal Requirements:

Bids will only be accepted from vendors who meet the following minimum requirements:

i. Vendors must be able to demonstrate that they have experience in providing maintenance, support services, repairs and replacement parts for various Nikon items and any other services to at least two (2) client references. Vendor must include the company name, contact name, title, address, and telephone number of the contact person who can verify that the vendor has successfully provided these services. These references shall be used to ascertain to the County's satisfaction that the Vendor has sufficient experience. The County, at its sole discretion, may choose to request additional information in order to assess vendor responsibility.

ii. Vendors shall provide documentation illustrating that they are certified Nikon authorized facility. (See Section 2, Paragraph 2.28 regarding service facilities).

iii. Vendors shall provide contact information to include name of contact, e-mail address, phone number and fax number for Primary (required) and Secondary (optional) staff within your company who will be responsible for providing a response to spot market quotes issued by Miami-Dade County. These services shall typically be required Monday through Friday within the business hours of 7:30 a.m. and 6:00 p.m. (local time).
2.7 **PRICES:**

The prices offered shall remain fixed and firm until all repairs and supplies/services are completed and invoiced at the original price quoted to the County. The prices quoted shall be inclusive of all costs, fees, materials, labor and transportation necessary to pick-up, deliver and produce a finished product involved in providing these services and supplies. No changes or additions shall be allowed without prior written consent from the user department.

2.8 **EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT:** Intentionally Omitted

2.9 **EQUAL PRODUCT:** Intentionally Omitted

2.10 **LIQUIDATED DAMAGES:** Intentionally Omitted

2.11 **INDEMNIFICATION AND INSURANCE:** Intentionally Omitted

2.12 **BID GUARANTY:** Intentionally Omitted

2.13 **PERFORMANCE BOND:** Intentionally Omitted

2.14 **CERTIFICATIONS:** Intentionally Omitted

2.15 **METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED:**

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

I. **Vendor Information:**
   - The name of the business organization as specified on the contract between Miami-Dade County and vendor
   - Date of invoice
   - Invoice number
   - Vendor’s Federal Identification Number on file with Miami-Dade County

II. **County Information:**
   - Miami-Dade County Release Purchase Order or Small Purchase Order Number
III. Pricing Information:
   • Unit price of the goods, services or property provided
   • Extended total price of the goods, services or property
   • Applicable discounts

IV. Goods or Services Provided per Contract:
   • Description
   • Quantity

V. Delivery Information:
   • Delivery terms set forth within the Miami-Dade County Release Purchase Order
   • Location and date of delivery of goods, services or property

VI. Failure to Comply:
   Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: F.O.B. DESTINATION:

Selected Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at their respective offices. The County reserves the right to substitute the delivery location at any time.

2.17 DELIVERY REQUIREMENTS: Intentionally Omitted

2.18 BACK ORDER ALLOWANCE: Intentionally Omitted

2.19 WARRANTY REQUIREMENTS: GUARANTEE AGAINST DEFECTS SHALL BE ONE HUNDRED-TWENTY (120) CALENDAR DAYS:

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of 120 calendar days after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above regardless of whether the bidder is under contract with the County at the time of defect. The vendor shall promptly correct these deficiencies, without cost to the County, within five (5) calendar days after the County notifies the vendor of such deficiencies in writing. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

2.20 CONTACT PERSON:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, please contact R. Campbell via e-mail at rcamp@miamidade.gov with a copy to the Clerk of the Board at clerk.BCC@miamidade.gov. Administrative Order 3-27,
Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect. The County reserves the right to change the contact person throughout the term of the agreement. Any changes will be communicated in writing to Bidders as needed.

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE:

USER ACCESS FEE

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

JOINT PURCHASE

Only those entities that have been approved by the County for participation in the County’s Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.
SECTION 2
SPECIAL CONDITIONS

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE:

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

2.23 ACCEPTANCE OF PRODUCT BY THE COUNTY:

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.24 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS:

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.25 COMPLIANCE WITH FEDERAL STANDARDS:

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.26 ENVIRONMENTALLY ACCEPTABLE PACKAGING:

Effective June 16, 1992, all contracts in excess of ten thousand ($10,000) dollars will be affected by Resolution Number R738-92 amending Miami-Dade County Administrative Order 3-2 (relating to the procurement of goods and services).
SECTION 2
SPECIAL CONDITIONS

As a waste management alternative, and as an additional means of reducing the volume and toxicity of waste and by-products entering Florida's solid waste stream, Miami-Dade County has instituted the following policy with regard to source reduction.

In order to discourage excessive packaging of a product solely for marketing purposes and to encourage packaging for purposes of ensuring durability, re-usability and recyclability. No goods shall be purchased if the goods constitute less than 90 percent (by volume) of the item being purchased or if the goods contains more than 10 percent package and packing material (by volume). No packaging shall be purchased which is not environmentally acceptable packaging.

For purposes of meeting the requirements of this resolution, "Environmentally Acceptable" shall be defined as; any item that is returnable for reuse or recycling, or which is recyclable.

In order to insure compliance with this resolution, vendors shall indicate in the space provided on the Bid/Proposal Submission Form or elsewhere as required by this solicitation, the method to be used for returning packaging materials to the distributor in conjunction with this solicitation and/or by completing the General Services Certification of Recycled Product Content Form indicating the ability of the materials to be recycled through existing recycling collection programs.

Appeals for waiver of these requirements may be made in writing to the County Manager through the Director of Procurement Management. No waiver shall be effective unless approved by a majority vote of the Board of County Commissioners. Offers failing to provide this information may result in being declared non-responsive; however the vendor shall be given the opportunity to provide the information during the offer evaluation period. At such time, the vendor shall be given fifteen (15) calendar days to submit this information.

Vendors wishing to obtain a copy of the complete resolution should contact The Clerk of the Board at 305-375-5126.

2.27 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.28 SERVICES SHALL BE PROVIDED BY CERTIFIED AUTHORIZED NIKON FACILITIES:

Bids will only be accepted from bidders who are authorized certified Nikon providers. (See Section 2, Paragraph 2.6.1.ii for additional information).
3.1 **SCOPE OF WORK**

This contract will be used by Miami-Dade Medical Examiner’s Office to purchase maintenance, support services, repairs and replacement parts for Nikon camera products as required. Vendors shall submit documents and forms intended to verify that vendors meet the minimum criteria established in Section 2, Paragraph 2.6.1.

3.2 **SERVICES TO BE PROVIDED UNDER THIS CONTRACT INCLUDE BUT ARE NOT LIMITED TO:**

Due to the fact these cameras are under constant use, the equipment requires maintenance on an ongoing basis. Camera equipment must function properly to ensure the quality of the photos taken. Many of these photos are used in high profile legal cases, crime scenes, laboratories, criminal and civil cases, autopsies and photographic evidence.

As the needs arise, the County may solicit spot market quotations for major or minor repairs such as, cleaning the imaging sensor, calibration of the cameras shutters, metering system and autofocus functions. Some repairs may require that the cameras be dismantled. All services provided shall be performed by qualified certified personnel, using processes or procedures approved through Nikon.
SECTION 4
BID SUBMITTAL FORM

OPENING: 2:00 P.M., 2012

Submit Bid To:
Procurement Management
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be
less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: R. Campbell
ISD/PM
Date Issued: This Bid Submittal Consists of

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid
Submittal. Such other contract provisions, specifications, drawings or other data as are attached or
incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the
Board at the address shown above until the above stated time and date, and at that time, publicly
opened for furnishing the supplies or services described in the accompanying Bid Submittal
Requirement.

Title:
Nikon Camera Maintenance and Repair Services

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon
execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE

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COMMODITY CODE: 939, 939-66

Procurement Contracting Officer I R. Campbell

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE
BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL
PREFERENCE.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID
NON-RESPONSIVE.
### 4.0 CHECKLIST OF REQUIREMENTS:

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<tr>
<th>Reference Section</th>
<th>Summarized Requirements: Refer to the details in Section 2, Paragraph 2.6.1 and its sub-paragraphs to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.</th>
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<td>Contact Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Section 2, Paragraph 2.6.1.(ii)</td>
<td>Vendor’s Certification Documents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor shall provide documentation illustrating that they are certified Nikon authorized facility.</td>
<td></td>
</tr>
<tr>
<td>Section 2, Paragraph 2.6.1.(iii)</td>
<td>Primary Contact Information:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Primary Contact Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E-Mail Address:</td>
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<td></td>
<td>Contact Telephone Number:</td>
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<tr>
<td></td>
<td>Cellular Phone Number (if applicable)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Company Main Phone Number:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Company Fax Number:</td>
<td></td>
</tr>
</tbody>
</table>
FIRM NAME: ________________________________________

<table>
<thead>
<tr>
<th>Section 2, Paragraph 2.6.1.(iii)</th>
<th>Secondary Contact Information: (Optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary Contact Name:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Telephone Number:</td>
<td></td>
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<tr>
<td>Cellular Phone Number (if applicable):</td>
<td></td>
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<tr>
<td>Company Main Phone Number:</td>
<td></td>
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<tr>
<td>Company Fax Number:</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** All bidders are requested to submit with their bid submission, documents as evidence of compliance with the minimum qualification requirements; however, Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the qualification requirements information/documents during the bid evaluation period.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Annual Estimated Usage</th>
<th>Unit of Measure</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Each</td>
<td></td>
<td>Simple Repair</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Each</td>
<td></td>
<td>Complex Repair</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Each</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated __________________________
Addendum #2, Dated __________________________
Addendum #3, Dated __________________________
Addendum #4, Dated __________________________
Addendum #5, Dated __________________________
Addendum #6, Dated __________________________
Addendum #7, Dated __________________________
Addendum #8, Dated __________________________

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: __________________________________________

AUTHORIZED SIGNATURE: ____________________________ DATE: __________

TITLE OF OFFICER: ____________________________
Bid Title: Nikon Camera Maintenance and Repair Services
Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: ______________. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a “local business” is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County’s tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program
For the County’s information, the bidder is requested to indicate, at ‘A’ and ‘B’ below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder’s expression of general interest at ‘A’ and ‘B’ below is for the County’s information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes ____________ No ______________

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes ____________ No ______________

Firm Name: ________________________________________________

Street Address: _______________________________________________

Mailing Address (if different): ___________________________________

Telephone No.: __________________________ Fax No.: __________________________

Email Address: ________________________________________________ FEIN No. ______________

Prompt Payment Terms: ___% ___ days net ___ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: ____________________________________________ (Signature of authorized agent)

“By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.”

Print Name: ____________________________________________ Title: __________________________

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

- 13 -

Revised 1/12/12
APPENDIX

AFFIDAVITS

INFORMAL BIDS
In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

**Federal Employer**

Contract No.:  
Identification Number (FEIN):  
Contract Title:  

**Affidavits and Legislation/ Governing Body**

| 1. | Miami-Dade County Ownership Disclosure  
Sec. 2-8.1 of the County Code |
|---|---|
| 2. | Miami-Dade County Employment Disclosure  
County Ordinance No. 90-133, amending Section 2-8.1(c)(2) of the County Code |
| 3. | Miami-Dade County Employment Drug-free Workplace Certification  
Section 2-8.1.2(b) of the County Code |
| 4. | Miami-Dade County Disability Non-Discrimination  
Article 1, Section 2-8.1.5 of the Code of Miami-Dade County |
| 5. | Miami-Dade County Debarment Disclosure  
Section 10.38 of the County Code |
| 6. | Miami-Dade County Vendor Obligation to County  
Section 2-8.1 of the County Code |
| 7. | Miami-Dade County Code of Business Ethics  
Article 1, Section 2-8.1(1) and 2-11.1(1) of the County Code, and Section 2-11.1(c) of the County Code |
| 8. | Miami-Dade County Family Leave  
Article V of Chapter 11 of the County Code |
| 9. | Miami-Dade County Living Wage  
Section 2-8.9 of the County Code |
| 10. | Miami-Dade County Domestic Leave and Reporting  
Article 8, Section 11A-60 11A-47 of the County Code |

---

**Printed Name of Affiant**  
**Printed Title of Affiant**  
**Signature of Affiant**  
**Name of Firm**  
**Date**  
**Address of Firm**  
**State**  
**Zip Code**

**Notary Public Information**

Notary Public – State of  
County of  
Subscribed and sworn to (or affirmed) before me this day of,  
by  
He or she is personally known to me  
or has produced identification  
Type of identification produced  
Signature of Notary Public  
Serial Number  
Print or Stamp of Notary Public  
Expiration Date  
Notary Public Seal

Page 1 of 3

Revised 1/12/12
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

__________________________________________  _________________________
Signature                      Date
In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed).

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/Consultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/Consultant</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>Gender</td>
<td>Race/Ethnicity</td>
</tr>
<tr>
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<td></td>
<td></td>
<td>F</td>
<td>M</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>White</td>
<td>Black</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Hispanic/Mexican</td>
<td>Native American/Asian</td>
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<td>Other</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Direct Supplier</th>
<th>Principal Owner</th>
<th>Supplies/Materials/Services to be Provided by Supplier</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Gender</td>
<td>Race/Ethnicity</td>
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<tr>
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<td></td>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or online to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent  Print Name  Print Title  Date